

This letter, dated December 4, 2008, shall memorialize the agreement (this "Agreement") between Bond C.C.I Delaware Business Trust ("Landlord") and Circuit City Stores, Inc. with respect to the assumption and assignment of the amended and restated lease dated as of June 29, 1995 between the Landlord, as landlord, and Circuit City Stores, Inc., as tenant (the "Lease"), and the sublease dated March 1, 2006 between Circuit City Stores, Inc., as sublandlord, and DHL Express (USA), Inc., as subtenant (the "Sublease").

Landlord and Circuit City Stores, Inc. and its affiliates (collectively, "Circuit City") have agreed that Circuit City shall withdraw the Lease and Sublease from the order approving the rejection motion (D.L. 21; the "Rejection Motion") and, in conjunction therewith, Circuit City shall obtain an order, in form and substance satisfactory to Landlord in its reasonable discretion, authorizing the sale free and clear of all liens, claims and encumbrances and the assumption and assignment of the Lease and the Sublease to Landlord or its designee (the "Order"), subject to the following terms and conditions:

- Landlord shall indemnify and hold Circuit City harmless from any and all Claims (as defined in the Bankruptcy Code) arising from or related to the Sublease or the Lease that the Subtenant has asserted or may assert against Circuit City, including without limitation, Claims under 11 U.S.C. §§ 365, 502 or 503 (the "Indemnity Obligations");
- Landlord shall waive, discharge and forever release any and all Claims, arising before, on or after this Agreement, against or related to Circuit City or its bankruptcy estate; provided, further, that for the avoidance of doubt and without limiting the generality of the foregoing, Landlord shall not assert any Claim against Circuit City with regard to any rents actually paid by the Subtenant to Circuit City in advance of the entry of the Order (the "Release");
- Landlord shall pay all documented Skadden bundled rate structure fees and expenses incurred by Circuit City after the date hereof in connection with the transaction contemplated by this Agreement; provided, further, and such payment shall be made within 15 days of receipt of an invoice from Circuit City; and
- Landlord shall pay \$25,000 to Circuit City as consideration for the assumption and assignment of the Lease and Sublease.
- Within ten days of entry of the Order, Circuit City shall pay to Landlord all sums it has received from the Subtenant since November 10, 2008, (the "Petition Date"), including without limitation any rent or other charges under the Sublease.


Circuit City and Landlord agree that Landlord shall have the right to withdraw from this transaction and cancel all of its remaining obligations hereunder prior to the entry of the Order, provided that: (i) Landlord shall reimburse Circuit City for all documented Skadden bundled rate structure fees and expenses incurred through the date of such withdrawal and cancellation of this Agreement; (ii) Landlord's Indemnity Obligations shall continue and shall survive withdrawal and cancellation of this Agreement; (iii) the Release shall survive withdrawal and cancellation of this Agreement ((i)-(iii), collectively, the "Surviving Obligations"). Circuit City and Landlord further

agree that if the Order is not entered by the Bankruptcy Court for any reason, including, without limitation, Landlord's failure to approve the Order, the Surviving Obligations shall continue and Landlord shall remain obligated to Circuit City on account of and for the Surviving Obligations.

Notwithstanding anything to the contrary herein, Landlord agrees that the terms and conditions of this Agreement are subject to and conditioned upon receipt by Circuit City of its postpetition secured lenders' approval, which must be received by Circuit City at or prior to the hearing on the Rejection Motion. In the event that Circuit City does not obtain such consent, Circuit City will proceed with the hearing on the Rejection Motion and shall have no liability to Landlord under this Agreement.


BOND C.C.I DELAWARE BUSINESS TRUST,  
DATED AS OF MAY 31, 1995

By: Wilmington Trust Company, its Trustee

  
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David A. Vanaskey, Jr.

CIRCUIT CITY STORES, INC.

By

  
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Chris Crowe  
Director of Real Estate